

REMARKS

Claims 1-20 are pending. Claim 1 is an independent apparatus claim. Claim 13 is an independent method claim. Claims 1 and 13 are the only independent claims.

In the office action, claim 3 was objected to because the term, “logical inconsistencies” in line 3 is unsupported by the written description. More importantly, claims 1, 7 and 11-12 were rejected under 35 U.S.C. §102(b) as being anticipated by U.S. pre-grant publication 2002/0111972 by Lynch. The other claims were rejected under 35 U.S.C. §103 on the teachings of Lynch in combination with various other prior art references.

Claims 2-6 and 9 were rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of U.S. pre-grant publication 2001/0014603 by Bucknell et al.

Claims 13 and 15-17 were rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of U.S. patent 7,043,263 to Kaplan et al.

Claim 8 was rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of U.S. patent 7,243,163 to Friend et al.

Claim 10 was rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of Bucknell and Friend.

Claim 14 was rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of Kaplan and Bucknell.

Claim 18 was rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of Kaplan and Friend.

Claims 19 and 20 were rejected under 35 U.S.C. §103(a) as being unpatentable over Lynch in view of Kaplan and U.S. patent 7,127,491 to Zirnstein.

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The independent claims have been amended in response to the office action and are believed to be in condition for allowance. The amendments made to the independent claims are believed to place all of the claims in condition for allowance.

Claim 3 has been substantially re-written. The revisions made to claim 3 by this amendment render the Examiner's objection to the claim moot.

Referring now to claim 1, and paraphrasing the amendments made thereto, the preamble of claim 1 recites that the claim is directed to an apparatus for reconfiguring an email manager, which automatically handles email messages received by the home node computer from a network. The preamble also recites that the email manager can handle different types of messages in different ways; that the handling provided to a message is specified by the configuration of the email manager. More importantly, claim 1 has been amended to add a "whereby" clause that clearly differentiates the claim from the Lynch reference.

Paraphrased, the whereby clause of claim 1 recites that a first type of message is provided a first type of disposition when the email manager has a first configuration but that the same type of message is given a different type of disposition after the email manager receives a reconfiguration message. Even more importantly, the whereby clause recites that the email messages are unchanged by whatever disposition is given to them by the email manager.

Explicit support for the limitations added to claim 1 can be found in paragraphs [0031]-[0041]. No new matter has been added.

Paragraph [0036] describes how email messages can be "automatically" moved from one folder to another. Paragraph [0037] states that automatic placement of email messages is a function of the email manager. Paragraphs [0038]-[0041] describe various types of dispositions, which include filtering, forwarding and deletion, among others. Paragraphs

[0038]-[0041] thus provide support for the amendments made to claim 3, which now claims what some of the dispositions of claim 1 can be.

Independent claim 13 has been amended to track the changes made to claim 1. As with claim 1, paragraph 13 recites that the home-node desktop email manager automatically disposes of email messages according to a “configuration” that can be changed by a remotely located mobile device but that the email messages are unchanged by whatever disposition they are given.

Support for the limitations added to claim 13 can be found in the specification paragraphs identified above.

Referring now to the Lynch reference, Lynch clearly and unambiguously teaches a method by which the files, stored data, “application settings” and user preferences from a first computer can be *changed* so that a user’s operating environment on the first computer can be carried over to a second, different computer. See for example Lynch paragraphs [0013] – [0016]. In paragraph [0081], Lynch discloses that email contacts can be copied over from one computer to another. Paragraph [0081] also states that a user can specify a new operating environment or, revert to an old environment but paragraph [0081] is ambiguous to whether the term, “operating environment” pertains to how a computer is configured or how an application program is configured. When read in its entirety, Lynch teaches a method for converting data, files and settings so that an operating environment used on one computer can be ported over and used on a second, different computer.

The Applicant’s claims are directed to an apparatus and method by which email messages received at a first computer can be disposed of automatically. The dispositions given to various kinds of email messages by the first computer can be changed or reconfigured remotely from a second computer. The second computer is known to provide a significantly different operating environment but one of the dispositions that the first computer can perform includes forwarding email messages to the second computer. Everyone

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knows that “forwarding” an email message does not change either the form or content of the forwarded message.

There is no teaching or suggestion in Lynch that the form or content of an email message received from a network at a first computer, should be preserved when it is automatically forwarded to a second, different computer and which is known to have an operating environment substantially different from the first computer, as the Applicant’s amended claims would require. The amended claims are thus allowable over Lynch under the requirements of §102 but they are also allowable over Lynch under the non-obvious requirements of §103.

The independent claims are believed to be in condition for allowance for the reasons set forth above. The dependent claims are therefore also believed to be in condition for allowance for the same reasons. Reconsideration and allowance of claims 1-20 is therefore respectfully requested.

Respectfully submitted,

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